

12237

AGREEMENT BETWEEN
BOROUGH OF SEASIDE HEIGHTS
COUNTY OF OCEAN
AND
SEASIDE HEIGHTS COMMUNICATIONS OPERATORS
JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

THIS AGREEMENT made this 28th day of Sept., 1994
by and between BOROUGH OF SEASIDE HEIGHTS, a Municipal Corporation
of the State of New Jersey, in the County of Ocean, State of New
Jersey, hereinafter referred to as "Borough" and Seaside Heights
Communications Operators of the Seaside Heights Clerk-Typists
Association, hereinafter referred to as the "Association".

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of the parties hereto to
promote and improve the harmonious and economic relations between
the Borough and its employees and to establish a basic
understanding relative to rate of pay, hours of work and other
terms and conditions of employment consistent with the law;

NOW, THEREFORE, in consideration of these promises and mutual
covenants herein contained, the parties hereto agree with each
other, with respect to the employees of the Borough, recognized as
being represented by the Seaside Heights Clerk-Typists Association
as follows:

ARTICLE I
RECOGNITION

The Borough recognizes the Seaside Heights Clerk-Typists Association as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employer - Employee Relations Act of the State of New Jersey and other applicable law.

The bargaining unit shall consist of all permanent and provisional Communications Operators employed by the Borough of Seaside Heights excluding the Communications Supervisor.

ARTICLE II

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the first (1st) of January, 1994 through and including the thirty-first (31st) of December 1996.

ARTICLE III

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties to this contract, namely the Borough and the Association, agree to renegotiate and bargain collectively concerning all of the articles of this agreement, prior to the termination date of this contract and in accord with the applicable Public Employer-Employee Relations Commission rules concerning negotiation by a public employer and public employees.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority and duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey and the United States except as may be specifically modified by this Agreement.

The Borough further retains the following basic rights:

1. The exclusive authority to maintain the operational effectiveness of its executive administrative control functions over its properties, facilities and activities of its employees.

2. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote, dismiss, discipline and evaluate employees.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Borough and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

ARTICLE V

GRIEVANCE PROCEDURE

A. Grievance is hereby jointly defined as any alleged violation of the Agreement or any dispute with respect to its meaning or application.

B. In order to provide for an orderly method for handling and disposing of disputes and grievances by the parties, any grievance arising between an employee and the Borough, as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the Borough by statute, and shall be adjusted as follows:

STEP I The grievant and his or her representative shall present a written statement of the alleged grievance to his or her immediate supervisor. The grievant must file a written grievance within fifteen (15) days of the occurrence of said grievance.

The immediate supervisor will review the grievance, investigate the facts and submit a written answer to the grievant within fifteen (15) days of the submission date of the written grievance.

STEP II If the grievant is dissatisfied with the answers submitted by his or her immediate supervisor, said grievant and his or her representative may appeal the immediate supervisor's written answer within fifteen (15) days after receipt of said answer at the first step to his or her Department Head or designee.

The Department Head or designee shall then review the grievance appeal, investigate the facts and submit a written answer to the grievant within fifteen (15) days of the submission of said grievance to Step II.

STEP III If the grievant is dissatisfied with the answer submitted by the Department Head or designee at Step II, said grievant or his or her representative may appeal the answer received within fifteen (15) days after receipt of said written answer at the second step of the process to the Borough Council. The employee will request in writing that the Department Head or designee schedule a hearing before the Mayor and Council on the matter. The hearing shall be scheduled within fourteen (14) days after receipt of the grievance appeal from the Department Head or designee's decision at Step II of the process. The Mayor and Council will then hold a hearing with the employee and his or her representative and the Mayor and Council will submit a written answer to the grievant within fifteen (15) days after adjournment of said hearing. The decision of the Mayor and Council shall be final and binding on all matters except contract violations.

STEP IV If the grievant is still dissatisfied with the answer received from the Mayor and Council and the grievance is a matter of a contract violation, the grievant shall petition the Association in writing to submit his/her grievance to advisory arbitration. If the Association determines the grievance to be meritorious, it may submit the grievance to arbitration in accordance with the following procedure:

1. Within twenty (20) days of any decision by the Mayor and Council, the Association may request advisory arbitration with the American Arbitration Association and request a selection list of arbitrators. The parties shall submit their respective selections in accordance with the rules and timetable of the American Arbitration Association. The hearing shall be conducted and an Arbitrator's Award issued in accordance with the rules of the American Arbitration Association except as hereinafter modified;
2. The Arbitrator will first rule on the arbitrament of the grievance if so requested by either party;
3. The Arbitrator shall have no power to add to or alter language in effect in this Agreement;
4. The Arbitrator shall not have the power to make an award which is not within the power of the Mayor and Council to implement;
5. The Arbitrator's decision shall be advisory on all matters regarding violations of the Agreement unless the decision should require legislative action and in the event such decision shall be effective only if such legislation is enacted;
6. The parties will share the cost of arbitration itself, that is, the arbitrator's fees and expenses, if any, as well as the cost of the hearing room, if any. All other expenses in connection with the arbitration case will be borne by the respective parties incurring same.
7. Any grievance not processed to the next Step in the grievance procedure, within the time limits provided for such processing, shall be deemed to have been waived and abandoned by the employee and the Association.
8. Nothing contained herein shall be deemed to limit or impair the rights of the employee and Association to seek a remedy provided for by the New Jersey Department of Personnel, the Courts or any other of this State, provided that the employee and the Association must elect only one of these options.

(C) ADVANCED STEP FILING AND GROUP GRIEVANCES

1. If the action, order or interpretation which gives rise to a grievance emanates from a level of authority higher than Step I of the grievance procedure so that the grievant's immediate supervisor is without authority to resolve the grievance, the grievant may initiate his/her grievance at the first appropriate Step of the Grievance Procedure at which the grievance can be resolved. All other provisions of subsection (A) of the grievance procedure shall apply to such grievance.
2. If, in the judgment of the Executive Committee, a grievance affects a group or class of Communication Operators, the Association may submit a single written grievance on behalf of all affected Communications Operators to the first appropriate Step of the grievance procedure at which the subsection (A) of the grievance procedure shall apply to such grievances.

ARTICLE VI
SALARIES AND LONGEVITY

A. SALARIES

1. The annual basic salary for each of the steps shown for the period designated shall be as follows effecting on the dates as indicated:

	1/1/94	1/1/95	1/1/96
Provisional Starting	16,781.00	17,452.00	18,150.00
Permanent Starting	18,440.00	19,177.00	19,944.00
After 2 years completed	20,690.00	21,517.00	22,378.00
After 3 years completed	22,470.00	23,368.00	24,303.00
After 4 years completed	23,750.00	24,700.00	25,688.00
After 5 years completed	24,775.00	25,766.00	26,796.00

2. Permanent part-time Communications Operators shall be paid the following annual salary which shall be pro-rated according to the actual number of hours of employment.

1/1/94	1/1/95	1/1/96
\$18,440.00	\$19,177.00	\$19,944.00

B. LONGEVITY

1. Each employee shall be paid, in addition to their current base salary, a longevity increment based upon their years of continuous full-time employment in accordance with the following schedule. Effective January 1, 1992, longevity in addition to base salary shall constitute base pay.

Number of Years Completed	Percentage (%) of Salary
After 3 years of service	2%
After 5 years of service	3%

2. Notwithstanding the above provisions, any Communications Operator appointed after September 1, 1994, shall not be entitled to receive longevity.

3. If any employee bargaining unit within the Borough secures a settlement above the settlement percentage, then the Borough shall open negotiations with the Association.

4. All Communications Operators whose appointment date is between January 1 and June 30 of any year shall be considered for the purpose of longevity having commenced his/her employment on January 1st of that year. All Communications Operators whose appointment date is between July 1 and December 31 of any year shall be considered for the purpose of longevity having commenced his/her employment on July 1st of that particular year.

C. 9-1-1 CERTIFICATION

1. The Borough agrees to reimburse any provisional or permanent Communications Officer who successfully completes the Basic Telecommunicator, Emergency Medical Dispatch and Cardio-Pulmonary Resuscitation courses for the cost thereof. Employee must successfully complete all three courses prior to receiving said payment. The Borough shall make said reimbursement upon proof of completion and submission by employee of a voucher or purchase order. In consideration for said payment the employee agrees to maintain employment with the Borough of Seaside Heights for a minimum of six months after completing said courses. In the event that any Communications Operator is separated from employment with the Borough of Seaside Heights either voluntarily or involuntarily prior to the expiration of said six month period, then and in that event the employee shall forfeit payment and such amount, if already paid to the employee, shall be deducted from the employee's final pay check.

2. All Certified 9-1-1 Communications Operators shall be re-certified each year. The Borough agrees to pay the cost thereof in an amount not to exceed \$100.00.

ARTICLE VII

WORK DAY - WORK WEEK

A. WORK DAY

The work day for Communications Operators shall be eight hours a day, consisting of one of the following shifts:

1. 23:00-07:00
07:00-15:00
11:00-19:00
10:00-18:00
15:00-23:00
19:00-03:00
10:00-02:00
20:00-04:00

B. WORK WEEK

The work week for full--time Communications Operators shall not exceed forty (40) hours per week. The work week for part-time Communications Operators shall not exceed 19 and 1/2 hours per week. The normal work week shall consist of any days thereof as assigned by the Communications Supervisor or Chief of Police.

C. WORK YEAR

The work year for Communications Operators shall be from January 1st to December 31st of the current year.

ARTICLE VIII

OVERTIME COMPENSATION

I Each employee of the Borough shall be paid overtime compensation at the rate of one and one-half (1 1/2) times his/her regular rate of pay for the following:

- A. Work performed in any consecutive twenty-four (24) hour period in excess of the regular workday;
- B. Work performed on a day during which the employee was not otherwise scheduled to work;
- C.

Compensatory time may be granted for hours worked in excess of the employee's normal work week. Compensatory time shall be in lieu of cash overtime payments and shall be earned at a rate of one and one-half hours for each hour of employment for which overtime compensation is required by law and/or this agreement. It is understood and agreed that an employee's acceptance of compensatory time in lieu of cash overtime payments is voluntary; said decision shall be made freely and without coercion or pressure. Compensatory time shall be approved in advance by the employee's Supervisor, Department Head, the Council Personnel Committee Chairperson, or the Borough Administrator. No employee shall accrue more than 70 hours of compensatory time. Because compensatory time is earned at a rate of one and one-half hours for each hour of overtime, the 70 hour limit on accrued compensatory time represents not more than 52 hours of actual overtime worked. All accumulated compensatory time must be used by the employee within the six (6) month period following the month in which the compensatory time was earned. Compensatory time not used within this period will be forfeited. The Borough shall not unreasonably deny an employee's request for compensatory time off from work. The Borough shall honor an employee's request for compensatory time off unless to do so would unduly disrupt the Borough's operations and impose an unreasonable burden on the Borough's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services.

II. In any case, employees shall not be paid overtime hours worked in excess of the regular work day and work week unless such overtime is authorized by the employee's Supervisor, Department Head, Council Personnel Committee Chairperson or Borough Administrator.

ARTICLE IX

VACATIONS

I Each Provisional or Permanent full-time Communications Operator shall be entitled to vacation with pay at his/her regular rate of pay as follows:

- A. Up to one (1) year of service, one (1) working day's vacation for each month of service.
- B. After one (1) year of service and up to ten (10) years of service, twelve (12) working days vacation.
- C. After ten (10) years and through fourteen (14) years of service, fifteen (15) working days vacation.
- D. Starting with the 15th year of service, seventeen (17) working days vacation.
- E. Starting with the 20th year of service and over, twenty (20) working days vacation.

II Any employee leaving the service of the Borough shall be paid for accumulated vacation days. Said unused vacation time shall be on a prorated basis for one (1) day for each month of service. Unearned vacation time will be deducted from the employee's last pay, if said separation of service occurs. Effective January 1, 1993, no employee shall be permitted to accumulate more than two (2) years of vacation. However, any employee with more than two (2) years accumulation shall be allowed to keep those accumulated days as were in existence as of December 31, 1992. The payment of these days, whenever applicable, shall be based on the employee's daily rate for 1992.

III Vacations shall be taken at any time with seniority as the preference upon the approval of the appropriate Supervisor, Department Head, Borough Administrator or the Mayor and Council.

IV All employees in this unit, for the purpose of vacation time, shall have their starting date shown as the date their permanent employment began.

V Effective January 1, 1995, part-time permanent employees shall receive one (1) day per month vacation time for each month of service, which shall be reduced on a pro-rated basis according to the actual number of hours worked.

ARTICLE X

HOLIDAYS

I. The following days are recognized as paid holidays. Provisional and Permanent Communications Operators working thereon shall be paid at their regular rate of pay for a regular working day. Payments are to be received no later than the second week of November for each year of this contract.

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Fourth of July
Labor Day	Christmas Eve Afternoon (1/2 day)
Christmas Day	New Years Eve Afternoon (1/2 day)
	Day after Thanksgiving Day

II. If any of the above holidays is in conflict with the religious belief of any employee, such employee may substitute a religious holiday for said holiday, provided adequate notice is given to the Borough Clerk or Borough Administrator.

III. In the event any member or employee is required to work on any of the aforementioned holiday, or in the event any such holiday shall fall on a regular day off, then, subject to administrative requirements:

a. The employee may elect to receive compensatory time off in lieu of said holiday; or,

b. The employee, in lieu of such compensatory time off, may elect to waive such compensatory time off, to work in lieu thereof, and to be paid at his/her regular rate of pay for such work, which payment will be in addition to his/her holiday pay and be received by him/her during his/her next pay period, or be paid to him/her during his/her first pay period in December, at the employee's discretion.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

As of the beginning of this contract, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each year:

I PERSONAL

Three (3) days leave of absence for personal, religious, legal business, household or family matters which require absence during work hours. An application to the employee's supervisor for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.

II COMMUNITY SERVICE LEAVE

Any employee who is a member of a community service organization or who is requested by any such organization to attend or participate in meetings or programs of the organization conducted during work hours shall be granted time off with pay for such purpose upon request.

III BEREAVEMENT

An employee may receive up to four (4) days at any one time in the event of death or serious illness of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, step-child, step-sister, step-brother, step-parent and adopted child.

IV GOOD CAUSE

Other leaves of absence with pay may be granted by the Borough for good reason.

ARTICLE XII

SICK LEAVE

Section I

Sick leave is hereby defined to mean an absence from post or duty by an employee due to illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family being seriously ill or injured and requiring the care and attendance of such employee.

Section II

All employees covered by this Agreement shall be granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Effective, January 1, 1994, Part-time Permanent sick leave is pro-rated.

SECTION III

Sick leave not taken shall accumulate from year to year, and each employee covered under this Agreement shall be entitled to such accumulated sick leave with pay if and when needed.

SECTION IV

The Borough will grant, in accordance with the provision of N.J.S.A. 40A-1 et seq., sick leave with pay for duty connected injuries and illnesses to all employees covered under this Agreement.

SECTION V

A certificate of a reputable physician in attendance may be required as proof of illness of an employee or of the need for his/her attendance upon a members of his/her immediate family for leaves under the following conditions:

- A. Leave taken the day immediately prior to or immediately after authorized leave;
- B. Three (3) consecutive days of absence for reason of illness;
- C. Absence on sick leave for three (3) days or more in any one (1) month;
- D. Such certificates may be required by the Borough Clerk or Borough Administrator or the Mayor and Council. In addition, the Mayor and Council may require the employee to be examined by a physician of the Mayor and Council's choice at its own expense.

SECTION VI

A. Accumulation of sick leave shall be as provided under N.J.S.A. 11:24A-3.

B. Compensation of accumulated sick time upon retirement or separation:

In the event that any member of the bargaining unit, as defined under Article I, leaves the Borough for either just cause separation, medical or retirement, he/she shall receive the following compensation:

Under ten (10) years service:	25% of accumulated leave as per Borough ordinance.
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From ten (10) to fifteen (15) years of service:	75% of accumulated sick leave as per Borough ordinance.
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After fifteen (15) years of service:	100% of accumulated sick leave as per Borough ordinance.
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The sick leave payment computation shall be based on the employee's total base pay in the year notice is transmitted to the Borough of separation.

Notwithstanding the above provisions, commencing January 1, 1994, compensation for accumulated sick leave shall not exceed fifteen thousand dollars (\$15,000.00) for any employee defined under Article 1; provided that any employee who has accumulated more than fifteen thousand dollars (\$15,000.00) of sick leave prior to January 1, 1994, shall be entitled to full payment for all unused sick leave upon separation from service.

SECTION VII

- A. If any employee is injured on the job or claims to have been injured on the job, the Borough may, in its discretion, compensate said employee in full without loss of the employee's accumulated sick or vacation time.
- B. Workmans' compensation check will be delivered to injured employee when received by the employer along with the balance of said employee's salary.

SECTION VIII

In the event the Public Works Department secures from the Borough a sick leave benefit for retirement, the same benefit and percentage shall be given to the Communications Operators.

ARTICLE XIII

CLOTHING AND CLEANING ALLOWANCE

SECTION I

The parties agree that it is required of Communications Operators to wear a uniform and to present a proper image as representatives of the Police Department; therefore, the employer shall pay on behalf of employee, by purchase order or voucher, a one time lump sum payment of two hundred and fifty dollars (\$250.00).

SECTION II

The monies indicated in Section I under this Article shall be paid directly to the vendor, upon submission of a voucher or purchase order to the Chief Finance Officer of the employer, no sooner than March 1st of each year.

SECTION III

The parties agree that it is necessary for the employee to appear well dressed in the public and to present a proper image as representatives of the employer; therefore, the employer shall pay to said employee, the amount of one hundred and fifty dollars (\$150.00) for cleaning and maintenance of uniforms.

SECTION IV

The monies indicated in Section III under this Article shall be paid, effective January 1, 1994, no later than the first week of May of the current year.

ARTICLE XIV

ASSOCIATION RIGHTS

SECTION I GRIEVANCE COMMITTEE

The employee shall have an Association Grievance Committee and said committee representative shall not conduct Association business during working hours.

SECTION II DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Borough, or any of its agents, or the Association, or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Association. The Borough shall not intimidate or coerce employees into membership or non-membership. neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

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ARTICLE XV

EMPLOYEE RIGHTS AND PRIVILEGES

SECTION I

Nothing contained herein shall be construed to deny or restrict to any employee such rights as are made mandatory by New Jersey Department of Personnel statutes (Title 11A) or other applicable State laws or regulations. The rights granted to employees hereunder shall be deemed in addition to those mandated by law.

SECTION II

Whenever any employee is required to appear before the Borough Clerk, Borough Administrator, Borough Council, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

SECTION III

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action by the Borough, or any agent or representative thereof, shall not, if possible, be made public, shall bear a reasonable relationship to the offense charged and shall be subject to the grievance procedure set forth herein.

SECTION IV

Effective July 1, 1988, the Borough and the Association agree to implement New Jersey State Statute, Chapter 477, P.L. 1979 at the rate of 85% of the established dues. The Borough agrees to make such transfer of funds to the Treasurer of the Association to accomplish the intent of the law. The Association shall certify to the Borough, in writing, the current rate of its membership dues. The Association, before it shall change the rate of its membership dues, shall give the Borough written notice prior to the effective date of such change. The Association shall comply with all provisions of Chapter 477, P.L. 1979, in its operation and handling of non-members.

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ARTICLE XVI

HEALTH BENEFITS

The Borough shall continue to provide full family health coverage for Permanent Communications Operators presently in effect at the time of this Agreement consistent with other employees. Full-time Provisional Communications Operators shall not be entitled to receive health coverage until the day after the employee's third full month of full-time service.

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ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION:

The Borough and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the Borough shall clearly exemplify that there is no discrimination in the hiring, training, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. BOROUGH POLICY:

This Agreement constitutes Borough policy for the term of said Agreement, and the Borough shall carry out the commitments contained herein and give them full force and effect as Borough policy.

C. SAVINGS CLAUSE:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise distract from any employees benefit prior to its effective date.

D. SEPARABILITY:

If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force in effect.

E. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT:

Any individual contract between the Borough and an individual employee covered by this bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative, set their hands and seal this 28th day of September, 1994

ATTEST:

BOROUGH OF SEASIDE HEIGHTS

Bettsey Arnold
BETTSEY ARNOLD, BOROUGH CLERK

BY: P. Kenneth Hershey
MAYOR P. KENNETH HERSHEY

ATTEST:

SEASIDE HEIGHTS CLERK-TYPISTS
ASSOCIATION-COMMUNICATIONS
OPERATORS

BY: MaryJo Pace
MaryJo Pace
President